

RECEIVED
CENTRAL FAX CENTER

JUN 04 2007

Remarks:

Reconsideration of the application is respectfully requested.

Claims 1 - 7 are presently pending in the application. As it is believed that the claims were patentable over the cited art in their original form, the claims have not been amended to overcome the references.

In item 2 of the above-identified Office Action, claims 1 - 7 were rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U. S. Patent No. 7,031,940 to Shigemi et al ("SHIGEMI")

Applicants respectfully traverse the above rejections.

More particularly, claim 1 recites, among other limitations:

a user signing on to the communications network only once; [emphasis added by Applicants]

Similarly, Applicants' claim 7 recites, among other limitations:

means for communicating with a user and with external service providers, the user having previously signed on once only in the communications network, [emphasis added by Applicants]

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

The above limitations are supported by the specification of the instant application, for example, on page 4, line 22 - page 5, line 12, which states:

The object is achieved whereby a mobile network operator (MNO) acts as what is called an identity provider (according to the Liberty Alliance Project architecture for its end customers with respect to external providers (3rd Party ASP) of mobile services and content, and also assumes responsibility for the process for paying for the content and services. This enables the mobile network operator to integrate these functions.

A balance or credit check is carried out already during the authentication and, where applicable, authorization that takes place during the single sign-on process. The result of the check is notified to the external provider so that authorization can, if applicable, be refused in advance if there are insufficient funds to pay for the use of a service. This will be the case if, for instance, the balance of the account of the user is less than the minimum charge for using a service. [emphasis added by Applicants]

See also, for example, page 9 of the instant application, lines 20 - 23, which state:

The user is faced with two further network elements. **A service provider** offers the services (web services) required by the user; and **the user** is first authenticated by an identity provider in a single sign-on process. [emphasis added by Applicants]

As can be seen from the above, in the instant invention, the user is contracting to purchase content or services from an external/third party service provider, but, instead of signing in multiple times (i.e., once for each service provider

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

contracted with) and providing a financial transaction with each service provider, the user signs in **once**, with an identity provider associated with the user, and the identity provider is responsible for authenticating the user and making payment to the service provider on behalf of the user. As such, Applicants' claims require, among other things, **that the user sign into the network only once**.

In contrast to Applicants' claimed invention, the system of **SHIGEMI** would require the user to sign in at least **twice**, thus teaching away from the signing in "**only once**" requirement of Applicants' claims. More particularly, **SHIGEMI** relates to a charge collecting system and program for controlling the same. In **SHIGEMI**, a user has to, **both, register his own mail address into a sales shop and he has also to have his own account in a settlement institution**. See, for example, col. 4 of **SHIGEMI**, lines 52 - 61, which states:

First, the user 1 registers his own mail address on **the Internet** into the sales shop 2 when he performs a transaction with the sales shop 2.

For example, the user 1 has his own account in the **settlement institution 4** and preliminarily makes a use contract of the Internet debit settlement by using the wallet service of the wallet service providing company 3. For example, the sales shop 2 is a virtual shop which has a homepage of sales goods on the Internet and accepts the purchase of the goods on the Internet. [emphasis added by Applicants]

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

Thus, according to **SHIGEMI**, a user must have at least two accounts. Thus, **SHIGEMI** fails to teach or suggest, among other limitations of Applicants' claimed invention, a single sign-on service (i.e, signing into the network only once), as required by Applicants' claims. Rather, **SHIGEMI** discloses signing in to a financial institution and signing in with each service provider. Thus, Applicants' claims are believed to be patentable over **SHIGEMI**.

Further, although col. 3 of **SHIGEMI**, lines 27 - 33, disclose a user terminal including a cellular phone which can be connected to a network, **SHIGEMI** does not, actually, describe the step of signing into a communication network. Thus, **SHIGEMI** further does not teach signing in "only once", because **SHIGEMI** does not provide specifics for signing in, at all.

Further, Applicants' claims require, among other things, ascertaining whether the service provider will be able to duly charge the user. For example, claim 1 recites, among other limitations:

performing a check in the communications network at a request of the service provider for ascertaining whether the service provider will be able to charge the user; and

enabling a provision of the service or the content on completion of the check. [emphasis added by Applicants]

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

Similarly, Applicants' claim 7 recites, among other limitations:

means for communicating with a user and with external service providers, the user having previously signed on once only in the communications network, and a service or content can be requested from a service provider by the user via said means for communicating, and after a request to do so by the service provider, a check being performed by said means for authenticating and authorizing to ascertain whether the service provider will be able to duly charge the user for the service or content. [emphasis added by Applicants]

As such, Applicants' claims require, among other things, that the system ascertain whether the service provider will be able to charge the user, prior to authorizing the user's request. The above limitations of Applicants' claims are supported by the specification of the instant application, for example, on page 10, line 4 - page 11, line 8, which states:

A. The user (Terminal) requests a service from the service provider via the mobile radio network of the network operator (request_service(), 0.).

B. The service provider sends an authentication request (request_authn(service_amount), 1.) to the mobile network operator acting for the user.

C. The authentication request (request_authn(service_amount), 2.) is then sent with the aid of a redirect request to the mobile network operator via the terminal of the user, as shown here.

C'. Alternatively, the authentication request (request_authn(service_amount)) can be sent directly to the mobile network operator in keeping with the LAP specifications.

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

D. The authentication request contains the price information relating to the requested service (service_amount). This information is used by the mobile network operator to reserve the relevant amount in the account of the user (reserve_amount (service_amount), 6.).

E. After successful reservation (confirm_reservation(), 7.), the mobile network operator sends the necessary user and service-specific authentication and authorization information (return_token (AACToken), 9., response_authn(AACToken), 10.) to the service provider (ASP), along with the information about the reservation that has taken place, response_authn (AACToken), 11.). [emphasis added by Applicants]

In contrast to Applicants' claimed invention, SHIGEMI neither teaches, nor suggests, among other limitations of Applicants' claims, ascertaining whether the service provider will be able to charge the user prior to authorization. Rather, SHIGEMI discloses the operation of two systems: 1) a system of deferred payment; and 2) a system of prepayment. Referring first to the system of deferred payment, SHIGEMI discloses having the service provider request requires a commitment from the user only after the goods have been delivered. For example, col. 5 of SHIGEMI, lines 12 - 16, state:

By those operations, when the user purchases goods on the homepage, a message "Thank you for buying. The goods will be delivered in xx days." showing a deal of purchase is displayed on the screen of the user terminal 1. After that, the sales goods are delivered to the user by another unit.

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

In **SHIGEMI**, only after the above purchase is made is there a request for payment by the settlement institution. See also, col. 5 of **SHIGEMI**, lines 41 - 52, which state:

When the user selects "EXECUTE" on such a screen (steps S9 and S10), the settlement unit 24 makes the Internet debit settlement to the settlement institution 4 by using the wallet services of the wallet service providing company 3 (step S11). That is, the user selects "EXECUTE" on such a screen shown in (b) in FIG. 3, so that a log-in of the wallet of the user is performed and the Internet debit settlement is made via a process such as a predetermined account balance confirmation which is executed in the settlement institution 4. If withdrawal of a money amount from the account of the user to the account of the sales shop 2 is OK, the settlement unit 24 is notified of the fact that the settlement has been completed from the settlement institution 4 (step S12).

As such, in the system of deferred payment in **SHIGEMI**, goods are delivered to a user, in response to the user's selection of "EXECUTE", but the user only pays the bill when a closing date has come. As such, in the deferred payment system of **SHIGEMI**, the goods are delivered to the user independently of whether the user is able to pay. Applicants' claimed invention solves this problem by first checking whether a service provider will be able to duly charge a user, prior to authorizing the transaction.

Additionally, **SHIGEMI** discloses a system of prepayment. However, even in the prepayment system of **SHIGEMI**, **SHIGEMI** discloses that a bill will be paid after the goods have

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

already been received, wherein the bill is paid by selecting a URL which is enclosed to an Email. See, for example, col. 6 of SHIGEMI, lines 37 - 51, which states

When this Email is received, the user selects the URL included in the Email (step S23). The information such as a charged money amount and the like has been prepared in the URL. Contents of the use charges of this year are displayed on the screen of the user terminal 1 (step S24).

Thus, the user issues a paying instruction from the terminal 1 (steps S25 and S26). The settlement unit 24 makes the Internet debit settlement to the settlement institution 4 by using the wallet service of the wallet service providing company 3 to the user (step S27). The operation in this case is similar to that in case of the deferred payment mentioned above. If the payment from the account of the user to that of the sales shop 2 is OK, the settlement unit 24 is notified of the fact that the settlement has been completed by the settlement institution 4 (step S28). [emphasis added by Applicants]

Rather, SHIGEMI emphasizes that paying for the goods after the goods were sold is an advantage of the invention of SHIGEMI. See, for example, col. 7 of SHIGEMI, lines 56 - 62, which state:

According to the sale such that the requesting process is executed after the goods were sold, even if there is a cancellation before the user pays, a troublesomeness for a refundment of the charges and a settlement commission can be omitted, so that it is possible to also sufficiently cope with cooling-off.

As such, the SHIGEMI reference fails to teach or suggest, among other limitations of Applicants' claims, ascertaining

Applic. No. 10/755,044

Response Dated June 4, 2007

Responsive to Office Action of January 3, 2007

whether the service provider will be able to charge the user
prior to authorization.

In fact, **SHIGEMI** teaches away from ascertaining, prior to authorization, whether a service provider will be able to duly charge a user, since col. 7, lines 56 - 62 of **SHIGEMI** specifically discloses that **there is an advantage** to requesting payment after the goods were sold (i.e., "According to the sale such that the requesting process is executed after the goods were sold, even if there is a cancellation before the user pays, a troublesomeness for a refundment of the charges and a settlement commission can be omitted, so that it is possible to also sufficiently cope with cooling-off"). Therefore, Applicants' claimed invention would not be obvious to a person of skill in this art, in view of the teachings of **SHIGEMI**. More particularly, there is no apparent reason for a person skilled in this art to modify **SHIGEMI** to add a of ascertaining whether a service provider will be able to duly charge a user, as required by Applicants' claims.

In view of the foregoing, it is believed that Applicants' claims are patentable over the **SHIGEMI** reference.

It is accordingly believed that none of the references, whether taken alone or in any combination, teach or suggest

Applic. No. 10/753,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

the features of claims 1 and 7. Claims 1 and 7 are, therefore, believed to be patentable over the art. The dependent claims are believed to be patentable as well because they all are ultimately dependent on claim 1.

In view of the foregoing, reconsideration and allowance of claims 1 - 7 are solicited.

In the event the Examiner should still find any of the claims to be unpatentable, counsel would appreciate receiving a telephone call so that, if possible, patentable language can be worked out.

Additionally, please consider the present as a petition for a two (2) month extension of time, and please provide a two (2) month extension of time, to and including, June 4, 2007 to respond to the present Office Action.

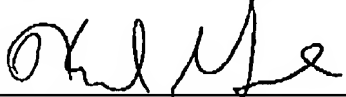
The extension fee for response within a period of two (2) months pursuant to Section 1.136(a) in the amount of \$450.00 in accordance with Section 1.17 is enclosed herewith.

Please provide any additional extensions of time that may be necessary and charge any other fees that might be due with

Applic. No. 10/755,044
Response Dated June 4, 2007
Responsive to Office Action of January 3, 2007

respect to Sections 1.16 and 1.17 to the Deposit Account of
Lerner Greenberg Stemer LLP, No. 12-1099.

Respectfully submitted,



Kerry P. Sisselman
Reg. No. 37,237

For Applicants

June 4, 2007

Lerner Greenberg Stemer LLP
Post Office Box 2480
Hollywood, FL 33022-2480
Tel: (954) 925-1100
Fax: (954) 925-1101